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Buena Park, CA 90620

Norwich Aero Products, Inc. T&C's (31 October 2019)
Norwich Aero Products, Inc. Terms and Conditions of Sales

1. DEFINITIONS

- (a) "Company" means Norwich Aero Products Inc.;
- (b) "Contract" means the instrument of contracting between the Company and the Customer for Products and/or Services, including these terms and conditions, all referenced documents, exhibits and attachments;
- (c) "Customer" means the other party to the Contract;
- (d) "Risk" means the insurable risk in possession of the Products. Transfer of the risk from the Company to the Customer is defined in INCOTERMS 2010 published by the International Chamber of Commerce;
- (e) "Products" means goods supplied by the Company under the Contract;
- (f) "Services" means services supplied by the Company under the Contract;
- (g) "Total Contract Price" means the aggregate price of all Products and/or Services to be supplied by the Company under the Contract, including Value Added Tax and all taxes, charges, levies or duties of any kind payable on the supply of the Products and/or Services and any delivery charges as set out in the quotation;
- (h) "Third Party" means any party other than Customer or Company, including suppliers and customers.

2. QUOTATION

A quotation by the Company is an invitation to the Customer. If the Customer wishes to proceed, it must make a written offer using the same reference as on the quotation, within the validity period of the quotation. The Company may then accept such offer at which point a Contract exists between the Company and the Customer. Until the Company accepts the Customer's offer by way of a sales order acknowledgement, there is no Contract. The Customer agrees that the quotation fully specifies its requirements for the Products and/or Services.

3. INCORPORATION AND PRECEDENCE

These conditions shall apply to the Contract between the Company and the Customer, and any variation to these terms and conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Company. These conditions shall apply to sales of Products by the Company to the Customer to the exclusion of all other terms and conditions referred to, offered or relied on by the Customer whether in negotiation or at any stage in the dealings between the parties. Any inconsistent or additional terms or conditions contained therein are expressly objected to by the Company. These terms and conditions prevail over any of the Customer's general terms and conditions of purchase regardless of whether or when the Customer submitted its order or such terms. Fulfillment of the Customer's order does not constitute acceptance of the Customer's terms and conditions and does not serve to modify or amend these terms and conditions.

4. SECTION RESERVED

5. TAXES

- (a) The prices quoted exclude any government taxes, goods and services taxes, value added taxes, surcharges, duties or levies. Any of the foregoing may be added to the sales price by the Company, if the Company is required by law to do so, unless the Customer provides to the Company an exemption certificate that is acceptable to the relevant authority or government body. The Customer is responsible for all such charges, costs and taxes, but the Customer is not responsible for taxes imposed on or with respect to the Company's income, revenues, receipts, personnel or real or personal property or other assets.
- (b) Any ancillary charges in relation to sums owed to a government body or authority stemming from transactions that these terms and conditions are applicable to, shall be charged to the Customer.

- (c) If the Company is required to pay duty, tax penalty or interest on the Customer's behalf, the Customer shall upon demand reimburse the Company for such expenses within 10 business days of such demand.

6. PRICES AND PRICE ADJUSTMENTS

- (a) Unless otherwise expressly agreed in writing in the quotation or in the Company's acceptance of the Customer's offer, all prices are strictly net. The Customer shall pay any delivery charges set out in the Company's acceptance of the Customer's offer.
- (b) Unless otherwise agreed in writing, prices are stated in United States dollars.
- (c) If during the life of the Contract any Product(s) or parts thereof become obsolete, then the Company reserves the right to cancel the affected items from the Contract, with a corresponding price adjustment with respect to such Product or parts that have become obsolete, and continue with the provision of the Products and Services which are unaffected by the obsolescence.
- (d) All prices represent those in effect at the time of quotation and are for the term specified at the time of quote. Unless prices are specifically bid or quoted as "Firm," the Company reserves the right to invoice at prices in effect at date of shipment, regardless of prior bid and whether notice was received by the Customer.
- (e) Prices are according to shipment terms contained in clause 9.

7. PAYMENT

- (a) Unless otherwise agreed in writing by the Company, payment is to be made against the Company's invoice and payment shall be in full, by electronic transfer without deduction or set off within thirty (30) calendar days of the date of invoice. All payments shall be made in United States dollars. The Company may invoice the Customer at any time on or after the date of shipment of the Products and/or Services whether or not the Customer has accepted delivery.
- (b) In the event that the Customer fails to make any payment on the due date to the Company under the Contract or under any other Contract between the Customer and the Company, then without prejudice to any other remedy or right available to the Company, including the right of termination under clause 18, the Company shall be entitled to suspend any further deliveries or services to the Customer without liability to the Customer.
- (c) Without prejudice to the Company's rights under clause 7(b) and 18(b), any sums not paid on the due date shall be subject to an interest charge at the rate of 1.5% which shall be applied per calendar month on all amounts overdue until payment thereof. The interest compounded monthly shall run from day to day and to accrue after as well as before any judgment.
- (d) The Customer shall reimburse the Company for costs incurred in collecting late payments, including, without limitation, attorneys' fees.
- (e) The Customer shall not withhold payment of any amounts due by reason of any set-off of a claim or dispute with the Company, whether relating to the Company's breach, bankruptcy or otherwise.

8. SET OFF

In the event that the Customer has not paid any sum or sums which are due and payable to the Company, the Company shall have the right at its sole discretion to reduce the Customer's indebtedness by setting off against such indebtedness any sums due and payable to the Customer.

9. DELIVERY AND RISK

- (a) While the Company will endeavor to meet any dates or times specified or requested for delivery and/or installation of the Products and for provision of Services, all dates and times specified to the Customer for delivery and installation of the Products or the provision of Services are estimates only and the Company shall not have any liability for delay or for any damages or losses sustained by the Customer as a result of such dates or times not being met. The Customer shall not be entitled to refuse to accept delivery of the Products or Services or treat the Contract as terminated as a consequence of the Company's delay.
- (b) The Company reserves the right to make deliveries in installments. Delay or other default in relation to a particular installment shall not relieve the Customer of the obligation to accept delivery of and pay for other installments.
- (c) Unless otherwise agreed in writing, the Company shall deliver Products FCA Company's facility (the "FCA Point") using the Company's standard methods for packaging. The Customer shall take delivery of the Products promptly after receiving notice that the Products have been delivered to the FCA Point.
- (d) Any changes as may occur on or prior to dates of shipment in applicable tariffs, freight rates or transportation charges and any prepayment by the Company of freight charges shall be for the account of the Customer and shall be paid by the Customer with and in addition to the purchase price.
- (e) Any special handling requested by the Customer will be at its expense.
- (f) The Risk in the Products shall pass to the Customer upon delivery to the Customer or its designated carrier, or if the Customer or the carrier fails to take delivery, when the Company has tendered delivery.

- (g) Delivery instructions where required shall be provided by the Customer when placing its order. If no delivery instructions are specified, the Company (without prejudice to its other rights) shall be entitled to deliver the Products to any address of the Customer known to the Company using any carrier.
- (h) If the Customer or its carrier fails to give the Company adequate delivery instructions or does not accept delivery, then without prejudice to any other right or remedy of the Company:
 - (i) the Products shall be deemed to have been delivered;
 - (ii) the cost of storing and insuring the Products shall be borne by the Customer; and
 - (iii) if such failure to give adequate delivery instructions or accept delivery continues for more than ten (10) days, the Customer shall be deemed wrongly to have repudiated the Contract and the Company shall have the right to terminate the Contract pursuant to clause 18.

10. DAMAGE OR LOSS

The Company will at its discretion either refund the cost, replace, or repair free of charge any Products proved to the Company's satisfaction to have been lost or damaged in transit up to the moment of transfer of "the Risk" as indicated in clause 9 to the Customer, provided that within three (3) days of receipt of the Products in the case of damage, or within ten (10) days of the invoice or advice note or equivalent written notice in the case of loss, the Customer notifies both the carrier and the Company in writing of the nature and extent of the damage or loss. The Company accepts no liability for delay in transit. Unless the Products are checked on receipt, the carrier's documentation should be endorsed "unexamined".

11. INSPECTION AND ACCEPTANCE

- (a) All Products shall be subject to inspection and tests by the Customer for a period of five (5) days after receipt ("Inspection Period"). The Customer will be deemed to have accepted the Products unless it notifies the Company in writing of any Nonconforming Products during the Inspection Period and furnishes documentation reasonably required by the Company. "Nonconforming Products" means only: (i) Products shipped are different than identified in the Customer's order; or (ii) the Products' label or packaging incorrectly identifies its contents.
- (b) If the Customer timely notifies the Company of any Nonconforming Products, the Company shall, in its sole discretion, (i) replace such Nonconforming Products with conforming Products or (ii) credit or refund the price of such Nonconforming Products, together with any reasonable shipping and handling expenses incurred by the Customer in connection therewith. The Customer shall ship, at its expense and risk of loss, the Nonconforming Products to the Company's facility. If the Company exercises its option to replace Nonconforming Products, the Company shall, after receiving Nonconforming Products from the Customer, ship to the Customer the replaced Products to the FCA Point.
- (c) The remedies set forth in this clause 11 are the Customer's sole and exclusive remedies for the delivery of Nonconforming Products. Except as provided in this clause 11, the Customer has no right to return Products purchased under the Contract.

12. TITLE

- (a) Title and risk of loss passes to the Customer upon delivery of the Products at the FCA Point. As security for payment of the Total Contract Price, the Customer grants to the Company a purchase money security interest in and to all right, title and interest of the Customer in, to and under the Products, wherever located, whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing.
- (b) In the event of seizure by a Third Party or any other act of a Third Party affecting the Company's interest in the Products, the Customer shall notify the Company in writing immediately.

13. SPECIFICATIONS

- (a) The Products will be supplied generally in accordance with the Company's specification. The Company's policy is one of continuous development and consequently the specifications may be revised from time to time. The Customer shall not be entitled to reject the Products or to make a claim in respect of failure of the Products to comply with any specification unless any departure from the specification is material in which case clause 14 shall apply.
- (b) Descriptions and illustrations contained in Company catalogues or user handbooks shall not form part of the Contract.
- (c) All specifications, drawings and technical descriptions submitted with or in connection with any quotation or acknowledgement of the Company are the Company's copyright. All such copyright material and all information and "know-how" wherever supplied shall at all times be treated by the Customer as confidential and shall not without the consent of the Company be used by the Customer except for the purposes of the Contract and the

operation of Products supplied thereunder, nor shall they without the prior written consent of the Company, be communicated to Third Parties save insofar as may be necessary for the purposes of the Contract and the operation of the Product supplied. The obligations on the part of the Customer to keep information confidential shall cease upon the information becoming public knowledge, other than as a consequence of breach of obligation by the Customer.

14. WARRANTY

- (a)** The Company warrants to the Customer that for a period of twelve (12) months from the date of delivery of the Products (as set forth in clause 9) such Products will materially conform to the Company's published specifications in effect as of the date of manufacture and will be free from material defects in material and workmanship. Any Products which are found to the Company's satisfaction not to conform to such warranty will, at the sole discretion of the Company, either be replaced or repaired free of charge, provided that:
- (i) the Product (or samples thereof showing the alleged defects) are returned properly packed carriage paid to the Company's place of business at the Customer's risk within twelve (12) months from delivery; and
 - (ii) the Products have not been misused, mishandled, overloaded, amended, modified or repaired in any way by the Customer its employees, agents or subcontractors, or used for any purpose other than that for which they were designed;
 - (iii) if the Product has been manufactured to the Customer's drawing, design or specification, any non-conformance is not as a result of faulty drawing, design or specification supplied by the Customer;
 - (iv) if the Products have been installed and/or commissioned by someone other than the Company or its employees, agents or sub-contractors, the defects are not as a result of faulty installation and/or commissioning;
 - (v) the non-conformance is not due to fair wear and tear, willful damage, negligence, abnormal working conditions or failure to follow the Company's instructions; and
 - (vi) all sums due in respect of the subject Product have been paid.
- (b)** Prior to returning the product for repair or replacement, the Customer must obtain written approval from the Company. The Company shall not be liable for or shall not accept any Products under this warranty unless it has approved the return in writing. A description of the malfunction or defect should be enclosed with the Product being returned.
- (c)** The Company may at its sole discretion, subject to the Customer's consent, which shall not be unreasonably withheld, send the Company's personnel to repair or replace the Products, provided that if on arrival at the Customer's site it appears that the alleged defects do not exist or are the result of any of the causes referred to in sub-clause 14(a)(ii) to (v) inclusive hereof, then:
- (i) the Company shall be under no obligation to carry out any repairs or replacement and shall be entitled to recover from the Customer all costs and expenses involved in sending such personnel to the Customer's site, at the Company's normal charging rates for such personnel; and
 - (ii) if the Company agrees to carry out any repairs to the Products it shall be entitled to charge the Customer for all such costs and expenses referred to in sub-clause 14 (c)(i) and all repair and replacement works, at the Company's normal charging rate for such personnel and list price for spare parts used.
- (d)** Repaired or replaced Products will be returned free of charge to the original destination provided by the Customer.
- (e)** Products manufactured by a Third Party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Products. Third Party Products are not covered by the warranty in this clause 14, and for the avoidance of doubt, THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT.
- (f)** THE WARRANTIES, OBLIGATIONS AND LIABILITIES, EXPRESS OR IMPLIED, AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF THE CUSTOMER SET FORTH IN THE AGREEMENT ARE EXCLUSIVE AND IN SUBSTITUTION FOR ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE IN THE PRODUCTS OR SERVICES PROVIDED UNDER THE AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS; ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY ARISING FROM THE NEGLIGENCE OF SELLER OR ANY MANUFACTURER OF AIRCRAFT INCORPORATING THE PRODUCTS OR SERVICES; AND ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OR DAMAGE TO ANY AIRCRAFT.

- (g) The remedies set forth in this clause 14 are the Customer's sole and exclusive remedies with respect to a breach of warranty and the Company's entire liability for breach of the warranty set forth in this clause 14.

15. LIABILITY

- (a) The Customer acknowledges and agrees that:
- (i) it is responsible for the operation of the Products and should ensure that they are used safely and that it should use, maintain, store and keep the Products in accordance with any instructions, user handbook or other form of guidance relating to them; and
 - (ii) the price of the Products and/or Services is quoted and agreed commercially, and at arm's length on the basis of the Company's potential liability as set out in these conditions, with the Customer having the opportunity to ask for a variation of these conditions with an appropriate adjustment to the price.
- (b) IN NO EVENT WILL THE COMPANY OR ANY MANUFACTURER OF AIRCRAFT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO NONCONFORMANCE WITH THE WARRANTY SET FORTH IN CLAUSE 14 OR ANY BREACH OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY THE CUSTOMER OR COULD HAVE BEEN REASONABLY FORESEEN BY THE CUSTOMER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- (c) IN NO EVENT WILL THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE CONTRACT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO THE COMPANY FOR THE PRODUCTS SOLD OR SERVICES PERFORMED.
- (d) The limitation of liability set forth in clause 15(c) will not apply to (i) liability resulting from the Company's gross negligence or willful misconduct and (ii) death or bodily injury resulting from the Company's acts or omissions.

16. PATENT INDEMNITY

- (a) Subject to clause 16(b), if the Customer is threatened with any action alleging that the Products in the form sold infringe any patent, copyright registered design, design right or other intellectual property rights, then provided that the Customer promptly informs and fully co-operates with the Company and in cases where the Company so requests allows the Company to defend any action on the Customer's behalf and have the sole control of any and all negotiations for settlement, then the Company will indemnify the Customer against any final award of damages and costs to the Customer arising from such action. Further, if such event occurs the Customer agrees that the Company shall have the option at its own expense either:-
- (i) to modify the Products so that they do not infringe,
 - (ii) to replace the Products with non-infringing goods,
 - (iii) to procure for the Customer the right for the Customer to continue its use of the Products, or
 - (iv) to repurchase the Products from the Customer at the price paid by the Customer less depreciation.
- (b) The Company shall have no liability in respect of claims for infringement or alleged infringement of third parties patent or other proprietary rights arising from the execution of the order in accordance with the Customer's designs plans or specification, arising from combination of the Products and/or Services with any other goods/services or if the Customer has altered or modified the Products in any way, and the Customer shall indemnify the Company against all losses, damages, expenses, costs or other liability arising from such claims.
- (c) The above indemnity is given by the Company in lieu of any or all other liabilities the Company might have in relation to any action against the Customer for infringement of patent or other proprietary rights and under no circumstances will the Company be liable for any contingent, consequential or any loss howsoever arising.
- (d) The foregoing states the Company's sole liability and the Customer's sole remedy for infringement of the rights of Third Parties by the Products.

17. FORCE MAJEURE

- (a) Notwithstanding any other provision of the Contract, the Company shall not be under any obligation and shall have no liability to the Customer if the Company is unable to perform the Contract as a result of any cause beyond the control of the Company (a "Force Majeure Event") including, without limitation, acts of God, war (whether declared or not), sabotage, riot, explosion, government control, restrictions or prohibitions or any other Customer/Government act or omission whether local or national, fire, accident, earthquake, storm, flood,

epidemic, drought, or other natural catastrophes, inability to obtain equipment, suitable raw materials, components, fuel, power or transportation, disputes with workmen, strikes or lockouts, shortage of labor.

- (b) If the Company is unable to perform any of its obligations under the Contract by reason of a Force Majeure Event, then the Company shall forthwith notify the Customer of the estimated extent and duration of such inability, and any delivery program so affected shall be extended by a period not less than the period for which such Force Majeure Event endures.
- (c) In the event that the Company is unable to perform its obligations under the Contract by reason of a Force Majeure Event for a period of six (6) months or more then the Company may at any time after the expiration of such six-month period meet with the Customer to discuss the future implementation of the Contract. If the Company and the Customer are unable to agree upon a basis for future implementation within thirty (30) days following such meeting, the Company shall be entitled to terminate the Contract without liability.

18. TERMINATION

- (a) This purchase order may not be terminated or canceled by the Customer.
- (b) Without prejudice to any other right and remedy available to the Company, and in particular the right to accept a wrongful repudiation and recover unliquidated damages, the Company shall have the right forthwith upon written notice to suspend and/or to terminate the Contract in whole or in part:
 - (i) if the Customer commits any breach of any of the terms of the Contract; or
 - (ii) if the Customer, being an individual, dies, or becomes subject to voluntary or involuntary petition in bankruptcy under the United States Bankruptcy Code or any other comparable law, or if a receiver, trustee or official is appointed by the Customer, such event shall be deemed to be a material breach of these terms and conditions.
 - (iii) if the Customer is in breach of any other contract entered into by the Customer with the Company or its affiliates;

Such termination will be without prejudice to the Company's accrued rights including any rights to damages, but the Company shall be relieved of any further performance.

- (c) On termination in any case, the Customer shall immediately pay any sums due to the Company.
- (d) In the case of termination under clause 18(b) by the Company following breach a by the Customer, the Customer shall pay all the Company's costs and expenses, and the Company's loss consequent on such breach and termination being the Total Contract Price less any saving to the Company as to further performance by being able to resell the Products and otherwise.

19. COMPLIANCE WITH LAW

The Customer shall comply with all applicable laws, regulations and ordinances, including the Foreign Corrupt Practices Act, and maintain in effect all licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Contract. The Customer shall comply with all export and import laws of all countries involved in the sale of the goods under the Contract or any resale of the goods by the Customer. The Customer assumes all responsibility for shipments of goods requiring any government import clearance. The Company may terminate the Contract if any governmental authority imposes antidumping or countervailing duties or any other penalties on goods.

20. EXPORT CONTROL REGULATIONS

- (a) The Company shall be responsible for obtaining and maintaining its own name any required import or export licenses or governmental approvals required in relation to the shipping of the products to the Customer.
- (b) The Company and the Customer shall comply with all reasonable requests of the other to assist in the obtaining of any required licenses or governmental approvals.
- (c) The Company shall not be liable for any delay, denial, revocation, restriction or non-renewal of the granting of a license or governmental approval. The Customer shall not be released from its obligation to pay the Company for Products or any other applicable charges to the Customer under these terms and conditions or any related subsequent agreements.

21. INSTALLATION, COMMISSIONING AND SUPPORT

If the Services required by the Customer are special services such as installation, commissioning, training development or management services, any additional terms of the Company applicable to such Services shall be as specified in the quotation, order or acceptance except that in the event of any conflict these conditions shall prevail

22. SEVERABILITY

Should any of the provisions of this Contract or the application thereof, to any extent, be deemed to be invalid or unenforceable by a competent court, the remainder of these terms and conditions and the application of such, other

than those held to be invalid or unenforceable shall not be affected and shall be valid to the fullest extent permitted by law.

23. ENTIRE AGREEMENT AND AMENDMENTS

These terms and conditions and the Company's acceptance of the Customer's offer supersede all previous conditions, understandings, commitments, agreements or representations whatsoever whether oral or written relating to the subject matter hereof. The Customer acknowledges and agrees that save as expressly set out in these conditions, the Company shall not have any liability for any untrue statement or representation made by it or on its behalf (whether or not negligently) upon which the Customer relied in entering into the Contract unless such untrue statement or representation was made fraudulently. The Contract shall not be varied except by written agreement signed by the Company and the Customer.

24. GOVERNING LAW

- (a) The Company and Customer irrevocably agree and consent that this agreement, and any dispute arising out of these terms and conditions, shall be governed by laws of the State of New York, USA without giving effect to the conflict of law's provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than the laws of the State of New York.
- (b) The Company and the Customer waive the application of the provisions of the 1980 UN Convention on Contracts for the International Sale of Goods.

25. SURVIVAL

Survival. Provisions of these terms and conditions that by their nature should apply beyond their terms will remain in force after any termination or expiration of the Contract, including, but not limited to, the following: Liability, Warranty, Compliance with Laws, Governing Law and Survival.

26. WAIVER

No waiver by the Company of any of the provisions of the Contract is effective unless explicitly set forth in writing and signed by the Company. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Contract operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

27. ASSIGNMENT

The Customer shall not assign any of its rights or delegate any of its obligations under the Contract without the Company's prior written consent. Any purported assignment or delegation in violation hereof is null and void. No assignment or delegation relieves the Customer of any of its obligations under the Contract.

28. RELATIONSHIP OF THE PARTIES

The relationship between the parties is that of independent contractors. Nothing contained in the Contract shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties. Neither party has authority to contract for or bind the other party in any manner whatsoever.

29. NO THIRD-PARTY BENEFICIARIES

The Contract is for the sole benefit of the parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these terms and conditions.

30. NOTICES

Each notice, request, consent, claim, demand, waiver and other communication hereunder (each, a "Notice") must be in writing and addressed to the parties at the addresses set forth on the face of the order, quotation or confirmation of sale accompanying these terms and conditions or to such other address that the receiving party may designate in writing. All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in the Contract, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this clause 30.